



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ADVANCEME, INC.,

Plaintiff,

vs.

ALEX R. SACCHETTI

Defendants.

Case No.: 7:13-cv-02407 NSR

**ANSWER AND SEPARATE  
DEFENSES ON BEHALF OF  
DEFENDANT ALEX R  
SACCHETTI TO PLAINTIFFS  
COMPLAINT**

Complaint Filed: April 10, 2013

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

Defendant, Alex Sacchetti (hereinafter "Sacchetti" or "Defendant"), an individual and resident of the State of California, states by way of Answer to Plaintiff's Complaint:

**INTRODUCTION**

1. Defendant denies the allegations contained in Paragraph 1 except that Defendant admits that Plaintiff does reside and does business in the State of New York.

2. Paragraph 2 constitutes a conclusion of law that requires neither admission nor denial by Defendant. Defendant denies the remaining allegations contained in Paragraph 2.

3. The first sentence of Paragraph 3 of the Complaint constitutes a conclusion of law that requires neither admission nor denial by Defendant. Ruby Tuesday denies the remaining allegations contained in Paragraph 3.

**THE PARTIES**

4. Defendant lacks sufficient information to form a belief as the allegations of this paragraph and must therefore deny.

5. Defendant Admits he is a resident of the State of California and county of Los Angeles. Otherwise defendant generally denies the allegations of this paragraph.

6. Paragraph 6 of the Complaint contains statements regarding the nature of Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations and/or implications are denied.

7. As to Paragraph 7 of the Complaint, Defendant admits only that he was affiliated with Alfresco. To the extent said Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations and/or implications are denied.

8. As to Paragraph 8 of the Complaint Defendant admits only that he was affiliated with Alfresco. To the extent said Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations and/or implications are denied.

9. Paragraph 9 of the Complaint contains statements regarding the nature of Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations and/or implications are denied.

10. Paragraph 10 of the Complaint contains statements regarding the nature of Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations and/or implications are denied.

11. Paragraph 11 of the Complaint contains statements regarding the nature of Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said

1 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
2 and/or implications are denied.

3 12. Paragraph 12 of the Complaint contains statements regarding the nature of  
4 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
5 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
6 and/or implications are denied.

7 13. Paragraph 13 of the Complaint contains statements regarding the nature of  
8 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
9 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
10 and/or implications are denied.

11 14. Paragraph 14 of the Complaint contains statements regarding the nature of  
12 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
13 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
14 and/or implications are denied.

15 15. Paragraph 15 of the Complaint contains statements regarding the nature of  
16 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
17 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
18 and/or implications are denied.

19 16. Paragraph 16 of the Complaint contains statements regarding the nature of  
20 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
21 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
22 and/or implications are denied.

23 17. Paragraph 17 of the Complaint contains statements regarding the nature of  
24 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
25 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
and/or implications are denied.

1           18. Paragraph 18 of the Complaint contains statements regarding the nature of  
2 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
3 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
4 and/or implications are denied.

5           19. Paragraph 19 of the Complaint contains statements regarding the nature of  
6 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
7 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
8 and/or implications are denied.

9           20. Paragraph 20 of the Complaint, to the extent said Paragraph alleges and/or implies  
10 that Defendant is liable to Plaintiffs in any way, said allegations and/or implications are denied.

11           21. As to paragraph 21, Defendant denies that he forged and signature and to the  
12 extent said Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said  
13 allegations and/or implications are denied.

14           22. Paragraph 22 of the Complaint contains statements regarding the nature of  
15 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
16 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
17 and/or implications are denied.

18           23. Paragraph 23 of the Complaint contains statements regarding the nature of  
19 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
20 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
21 and/or implications are denied.

22           24. As to Paragraph 24 of the Complaint to the extent said Paragraph alleges and/or  
23 implies that Defendant is liable to Plaintiffs in any way, said allegations and/or implications are  
24 denied.

25           25. Paragraph 25 of the Complaint contains statements regarding the nature of  
Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said

1 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
2 and/or implications are denied.

3 26. Paragraph 26 of the Complaint contains statements regarding the nature of  
4 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
5 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
6 and/or implications are denied.

7 27. Paragraph 27 of the Complaint contains statements regarding the nature of  
8 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
9 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
10 and/or implications are denied.

11 28. As to Paragraph 28, Defendant denies that Plaintiff has been damaged in any way  
12 by and conduct or action of this Defendant and this Defendant is not liable to Plaintiff in any  
13 way.

14 29. As to Paragraph 29, Defendant denies that Plaintiff has been damaged in any way  
15 by and conduct or action of this Defendant and this Defendant is not liable to Plaintiff in any  
16 way.

17 30. Paragraph 30 of the Complaint contains statements regarding the nature of  
18 Plaintiff's business and conclusions of law which Defendant can neither admit nor deny.  
19 Furthermore, to the extent said Paragraph alleges and/or implies that Defendant is liable to  
20 Plaintiffs in any way, said allegations and/or implications are denied.

21 **COUNT ONE**

22 **BREACH OF PERSONAL GUARANTEE**

23 31. Paragraph 31 of the Complaint contains statements regarding the nature of  
24 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
25 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
and/or implications are denied.

1           32. As to Paragraph 32, Defendant denies that Plaintiff has been damaged in any way  
2 by and conduct or action of this Defendant and this Defendant is not liable to Plaintiff in any  
3 way.

4           33. As to Paragraph 33 of the Complaint to the extent said Paragraph alleges and/or  
5 implies that Defendant is liable to Plaintiffs in any way, said allegations and/or implications are  
6 denied.

7           34. Paragraph 34 of the Complaint contains statements regarding the nature of  
8 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
9 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
10 and/or implications are denied.

11                                   COUNT TWO

12                                   (CONVERSION)

13           35. Paragraph 35 of the Complaint contains statements regarding the nature of  
14 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
15 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
16 and/or implications are denied.

17           36. Paragraph 36 of the Complaint contains statements regarding the nature of  
18 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
19 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
20 and/or implications are denied.

21           37. Paragraph 37 of the Complaint contains statements regarding the nature of  
22 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
23 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
24 and/or implications are denied.

25           38. Paragraph 38 of the Complaint contains statements regarding the nature of  
Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said

1 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
2 and/or implications are denied.

3 **COUNT THREE**

4 **(BREACH OF IMPLIED CONTRACT)**

5 39. Paragraph 39 of the Complaint contains statements regarding the nature of  
6 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
7 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
8 and/or implications are denied.

9 40. Paragraph 40 of the Complaint contains statements regarding the nature of  
10 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
11 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
12 and/or implications are denied.

13 41. Paragraph 41 of the Complaint contains statements regarding the nature of  
14 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
15 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
16 and/or implications are denied.

17 42. Paragraph 42 of the Complaint contains statements regarding the nature of  
18 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
19 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
20 and/or implications are denied.

21 **COUNT FOUR**

22 **(PROMISSORY ESTOPPEL)**

23 43. As to Paragraph 43 Defendant denies the allegations of this paragraph and to the  
24 extent said Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said  
25 allegations and/or implications are denied.

1           44. Paragraph 44 of the Complaint contains statements regarding the nature of  
2 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
3 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
4 and/or implications are denied.

5           45. Paragraph 45 of the Complaint contains statements regarding the nature of  
6 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
7 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
8 and/or implications are denied.

9           46. As to Paragraph 46, Defendant denies that Plaintiff has been damaged in any way  
10 by and conduct or action of this Defendant and this Defendant is not liable to Plaintiff in any  
11 way.

12                           **COUNT FIVE**

13                                   **(FRAUD)**

14           47. As to Paragraph 47, Defendant denies the allegations of this paragraph and denies  
15 that Plaintiff has been damaged in any way by any conduct or action of this Defendant and this  
16 Defendant is not liable to Plaintiff in any way.

17           48. As to Paragraph 48, Defendant denies that Plaintiff has been damaged in any way  
18 by any conduct or action of this Defendant and this Defendant is not liable to Plaintiff in any  
19 way.

20           49. As to Paragraph 49, Defendant denies the allegations of this paragraph and denies  
21 that Plaintiff has been damaged in any way by any conduct or action of this Defendant and this  
22 Defendant is not liable to Plaintiff in any way.

23           50. Paragraph 50 of the Complaint contains statements regarding the nature of  
24 Plaintiff's business which Defendant can neither admit nor deny. Furthermore, to the extent said  
25 Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations  
and/or implications are denied.

**COUNT SIX**

**(PUNITIVE DAMAGES)**

51. Paragraph 51 of the Complaint contains conclusions of law without facts and can not be admitted or denied and are therefore denied. Furthermore, to the extent said Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations and/or implications are denied.

52. Paragraph 52 of the Complaint contains conclusions of law without facts and can not be admitted or denied and are therefore denied. Furthermore, to the extent said Paragraph alleges and/or implies that Defendant is liable to Plaintiffs in any way, said allegations and/or implications are denied.

**GENERAL DENIAL**

Defendant denies all allegations of Plaintiff's Complaint, express or implied, that are not specifically and expressly admitted above.

**SEPARATE AFFIRMATIVE DEFENSES**

Defendant, having fully answered Plaintiffs' Complaint, sets forth the following Separate

Affirmative Defenses:

**FIRST DEFENSE**

The Complaint fails to state a claim against Defendant upon which relief can be granted.

**SECOND DEFENSE**

The Complaint, and each alleged claim contained therein, is barred in whole or in part by all applicable statutes of limitations, including without limitation the limitations.

**THIRD DEFENSE**

1 Plaintiffs lack standing to raise some or all of the claims of the alleged group of persons that  
2 Plaintiffs purport to represent, the existence of which is expressly denied.

3 **FOURTH DEFENSE**

4 The Complaint is barred to the extent Plaintiff has released Defendant from any claims he/she  
5 may have against Defendant.

6 **FIFTH DEFENSE**

7 The Complaint, and each purported claim contained therein, is barred by the doctrine of  
8 unclean hands.

9 **SIXTH DEFENSE**

10 The Complaint is barred to the extent Plaintiff has released Defendant from any claims  
11 he/she may have against Defendant.

12 **RESERVATION OF DEFENSES**

13 Defendant hereby reserves the right to assert such additional defenses as may  
14 become apparent during the course of discovery.

15 **PRAYER FOR RELIEF**

16 Defendant, having fully answered the Complaint and set forth its Affirmative  
17 Defenses, hereby seeks the following relief:

- 18
- 19 1. That Plaintiff's requested relief be denied in its entirety;
  - 20 2. That the Complaint be dismissed with prejudice;
  - 21 3. That no notice or certification of collective or class action issue in this case;
  - 22 4. That Defendant be awarded its costs, including reasonable attorneys' fees; and
  - 23 5. That this Court award Defendant such other and further relief as it may deem just
  - 24 and proper.
  - 25

1 Defendant Demands Trial by Jury

2  
3 Respectfully submitted,

4 DATED: December 16, 2013

5  
6 By:



Alex Sacchetti, Defendant, In Pro Per  
817 Manhattan Avenue  
Hermosa Beach CA 90254  
Phone: (213)361-0489

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  

---

11  
ANSWER TO COMPLAINT

**PROOF OF SERVICE**

STATE OF CALIFORNIA }

COUNTY OF LOS ANGELES }

I am employed in the County of Los Angeles, State of California, with my business address as 10866 Wilshire Boulevard, Los Angeles, California 90024. I am over the age of 18 years and I am not a party to this Action.

On December 16, 2013 I served the foregoing

**ANSWER AND SEPARATE DEFENSES ON BEHALF OF  
DEFENDANT ALEX R SACCHETTI TO PLAINTIFFS COMPLAINT**

on interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Marcos Fernandez, Esq.  
KLAPPER & FASS  
170 Hamilton Avenue, Suite 318  
White Plains, New York 10601  
Phone: (914) 287-6466

Attorneys for Plaintiff

I deposited, or caused such envelope to be deposited in the United States Mail at Los Angeles, California, with First Class postage thereon fully prepaid, on the date set forth above.

I declare, under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct.

Executed on December 16, 2013

  
Michael Blackman

**ANSWER TO COMPLAINT**